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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

NEETA THAKUR, *et al.*,

Plaintiffs,

v.

DONALD J. TRUMP, *et al.*,

Defendants.

Case No. 3:25-cv-4737

**PLAINTIFFS' MOTION FOR  
PRELIMINARY INJUNCTION  
AND PROVISIONAL CLASS  
CERTIFICATION AS TO  
DEPARTMENT OF ENERGY AND  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT**

Date: December 18, 2025  
Time: 10:00 AM  
Judge: Hon. Rita F. Lin

## **TABLE OF CONTENTS**

	<b><u>Page</u></b>
INTRODUCTION.....	1
BACKGROUND.....	3
I. Department of Energy .....	3
II. DOE’s Grant Terminations. ....	3
A. Dr. Atanasov’s and Dr. Bedsworth’s Grant Terminations .....	4
1. Dr. Atanasov: Grants, Terminations, and Harm .....	5
2. Dr. Louise Bedsworth: Grant, Termination, and Harm.....	7
ARGUMENT .....	8
I. Drs. Atanasov and Bedsworth Have Standing .....	8
II. The Court Should Provisionally Certify Form Termination and Equal Protection Termination Classes for UC Researchers Whose Grants Were Terminated by DOE. ....	9
A. The Class Definitions. ....	9
B. The Proposed Classes Satisfy the Requirements of Class Certification. ....	10
1. Individual Joinder Is Impracticable. ....	10
2. This Case Involves Defendants’ Common Conduct Against the Classes and Satisfies All Rule 23(a) and 23(b)(2) Requirements. ....	12
3. Plaintiffs’ Claims Are Typical of Those of the Proposed Classes. ....	13
4. Plaintiffs and Class Counsel Will Adequately Represent the Proposed Classes. ....	13
III. The Court Should Issue a Preliminary Injunction as to DOE. ....	14
A. Plaintiffs Are Likely To Succeed on the Merits of Their Claims that DOE Grant Terminations Are Unlawful. ....	15
1. DOE’s Grant Terminations Are Contrary to Law Under the APA. ....	15
2. Defendants’ Grant Terminations Are Arbitrary and Capricious Under the APA. ....	17
3. Defendants’ Termination of Grants Exclusively in Blue States Violates the Fifth Amendment’s Equal Protection Guarantee. ....	19
B. The Harms Caused by DOE’s Unlawful Conduct Will Become Irreparable Absent The Court’s Intervention. ....	23
C. The Balance of Equities Weigh in Plaintiffs’ Favor, and An Expanded Preliminary Injunction Is in the Public Interest. ....	24
CONCLUSION .....	25

**TABLE OF AUTHORITIES**

**Page(s)**

**FEDERAL CASES**

1		
2		
3		
4	<i>Jones ex rel. A.H. v. District of Columbia,</i>	
5	No. 20-cv-128, 2025 WL 2774107 (D.D.C. Sept. 29, 2025) .....	21
6	<i>Adarand Constructors, Inc. v. Pena,</i>	
7	515 U.S. 200 (1995) .....	19
8	<i>American Association of University Professors, et al. v. Donald J. Trump, et al.,</i>	
9	No. 25-CV-07864-RFL, 2025 WL 3187762 (N.D. Cal. Nov. 14, 2025) .....	15
10	<i>Armstrong v. Davis,</i>	
11	275 F.3d 849 (9th Cir. 2001) .....	12
12	<i>Arnold v. United Artists Theatre Cir., Inc.,</i>	
13	158 F.R.D. 439 (N.D. Cal. 1994) .....	11
14	<i>Avenue 6E Invs., LLC v. City of Yuma,</i>	
15	818 F.3d 493 (9th Cir. 2016) .....	20, 21, 22
16	<i>Baltimore Gas &amp; Elec. Co. v. Nat. Res. Def. Council, Inc.,</i>	
17	462 U.S. 87 (1983) .....	18
18	<i>Bame v. Dillard,</i>	
19	No. 05-1833, 2008 WL 2168393 (D.D.C. May 22, 2008) .....	10
20	<i>Barbara v. Trump,</i>	
21	790 F. Supp. 3d 80 (D.N.H. 2025) .....	10
22	<i>Bolling v. Sharpe,</i>	
23	347 U.S. 497 (1954) .....	19
24	<i>Buckley v. Valeo,</i>	
25	424 U.S. 1 (1976) .....	19
26	<i>Buttino v. F.B.I,</i>	
27	1992 WL 12013803 (N.D. Cal. Sept. 25, 1992) .....	11
28	<i>City &amp; Cnty. of S.F. v. U.S Citizenship &amp; Immigr. Servs.,</i>	
	408 F. Supp. 3d 1057 (N.D. Cal. 2019) .....	24
	<i>City of Cleburne v. Cleburne Living Ctr.,</i>	
	473 U.S. 432 (1985) .....	20
	<i>Clarke v. Off. of Fed. Housing Enter. Oversight,</i>	
	355 F. Supp. 2d 56 (D.D.C. 2004) .....	25

1	<i>Coreas v. Bounds</i> ,	
2	No. TDC-20-0780, 2020 WL 5593338 (D. Md. Sept. 18, 2020) .....	14
3	<i>Dep't of Homeland Sec. v. Regents of the Univ. of Cal.</i> ,	
4	591 U.S. 1 (2020) .....	18
5	<i>Diamond Alternative Energy, LLC v. Env't Prot. Agency</i> ,	
6	606 U.S. 100 (2025) .....	9
7	<i>Does 1-10 v. Univ. of Washington</i> ,	
8	326 F.R.D. 669 (W.D. Wash. 2018).....	11
9	<i>Foon v. Centene Mgmt. Co.</i> ,	
10	No. 2:19-cv-01420 AC, 2023 WL 1447922 (E.D. Cal. Feb. 1, 2023) .....	11
11	<i>Free the Nipple-Fort Collins v. City of Fort Collins</i> ,	
12	916 F.3d 792 (10th Cir. 2019).....	23
13	<i>Hanlon v. Chrysler Corp.</i> ,	
14	150 F.3d 1011 (9th Cir. 1998).....	13
15	<i>Hanon v. Dataproducts Corp.</i> ,	
16	976 F.2d 497 (9th Cir. 1992).....	13
17	<i>Hansberry v. Lee</i> ,	
18	311 U.S. 32 (1940) .....	13
19	<i>Health Ins. Ass'n of Am., Inc. v. Shalala</i> ,	
20	23 F.3d 412 (D.C. Cir. 1994) .....	17
21	<i>Hernandez v. Sessions</i> ,	
22	872 F.3d 976 (9th Cir. 2017).....	23
23	<i>Kalispel Tribe of Indians v. U.S. Dep't of the Interior</i> ,	
24	999 F.3d 683 (9th Cir. 2021).....	17
25	<i>Kaweah Delta Health Care Dist. v. Becerra</i> ,	
26	123 F.4th 939 (9th Cir. 2024).....	16, 17
27	<i>Kim v. Allison</i> ,	
28	87 F.4th 994 (9th Cir. 2023).....	13
	<i>Lyon v. U.S. Immigr. &amp; Customs Enf't</i> ,	
	308 F.R.D. 203 (N.D. Cal. 2015) .....	10, 14
	<i>Mazza v. Am. Honda Motor Co.</i> ,	
	666 F.3d 581 (9th Cir. 2012).....	12
	<i>Melendres v. Arpaio</i> ,	
	695 F.3d 990 (9th Cir. 2012).....	25

1	<i>Meyer v. Portfolio Recovery Assocs., LLC</i> ,	
2	707 F.3d 1036 (9th Cir. 2012) .....	10
3	<i>Motor Vehicle Mfrs. Ass’n v. State Farm Mut. Auto. Ins. Co.</i> ,	
4	463 U.S. 29 (1983) .....	18
5	<i>Nat’l TPS All. v. Noem</i> ,	
6	773 F. Supp. 3d 807 .....	20, 21
7	<i>Nat’l Treasury Emps. Union v. U.S. Dep’t of Treasury</i> ,	
8	838 F. Supp. 631 (D.D.C. 1993) .....	25
9	<i>Olean Wholesale Grocery Coop., Inc. v. Bumble Bee Foods LLC</i> ,	
10	31 F.4th 651 (9th Cir. 2022) .....	12
11	<i>Perkins Coie LLP v. U.S. DOJ</i> ,	
12	783 F. Supp. 3d 105 (D.D.C. 2025) .....	20
13	<i>R.I.L-R v. Johnson</i> ,	
14	80 F. Supp. 3d 164 (D.D.C. 2015) .....	10
15	<i>Rannis v. Recchia</i> ,	
16	380 Fed. Appx. 646 (9th Cir. 2010) .....	11
17	<i>Rogers v. Lodge</i> ,	
18	458 U.S. 613 (1982) .....	21
19	<i>Romer v. Evans</i> ,	
20	517 U.S. 620 (1996) .....	19, 20
21	<i>Scholl v. Mnuchin</i> ,	
22	489 F. Supp. 3d 1008 (N.D. Cal. 2020) .....	14
23	<i>Spokeo, Inc. v. Robins</i> ,	
24	578 U.S. 330 (2016) .....	9
25	<i>Thakur v. Trump</i> ,	
26	148 F.4th 1096 (9th Cir. 2025) .....	2, 15
27	<i>Thakur v. Trump</i> ,	
28	2025 WL 2696424 (N.D. Cal. Sept. 22, 2025) .....	<i>passim</i>
	<i>Thakur v. Trump</i> ,	
	787 F. Supp. 3d 955 (N.D. Cal. 2025) .....	<i>passim</i>
	<i>Trump v. CASA, Inc.</i> ,	
	145 S. Ct. 2540 (2025) .....	10
	<i>U.S. Dep’t of Agric. v. Moreno</i> ,	
	413 U.S. 528 (1973) .....	20, 21

1	<i>United States v. Windsor</i> ,	
2	570 U.S. 774 (2013) .....	20
3	<i>Vill. of Arlington Heights v. Metro. Hous. Dev. Corp.</i> ,	
4	429 U.S. 252 (1977) .....	20
5	<i>Vill. Of Willowbrook v. Olech</i> ,	
6	528 U.S. 562 (2000) .....	20
7	<i>Wal-Mart Stores, Inc. v. Dukes</i> ,	
8	564 U.S. 338 (2011) .....	12
9	<i>Winter v. Nat'l Res. Def. Council, Inc.</i> ,	
10	555 U.S. 7 (2008) .....	15, 23
11	<i>Wolford v. Lopez</i> ,	
12	116 F.4th 959 (9th Cir. 2024) .....	24

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13	2 U.S.C.	
14	§ 681 .....	16
15	5 U.S.C.	
16	§ 706(2) .....	16, 17
17	42 U.S.C. ....	16, 17
18	42 U.S.C.	
19	§ 7101 .....	3
20	§ 7112 .....	3, 5
21	§ 16161a(a) & (b) .....	16
22	§ 16298d .....	8, 16
23	§ 16298d(j) .....	8, 16
24	APA .....	<i>passim</i>
25	Inflation Reduction Act .....	6, 7

## FEDERAL RULES AND REGULATIONS

26	90 Fed. Reg. 8433 (Jan. 20, 2025) .....	4
27	Fed. R. Civ. P.	
28	Rule 23(a) .....	12
29	Rule 23(a)(1) .....	11
30	Rule 23(a)(2) .....	12
31	Rule 23(a)(3) .....	13
32	Rule 23(a)(4) .....	13
33	Rule 23(b)(2) .....	12, 15

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1 highlighting that “[t]he projects are in the following states,” before listing sixteen states all of  
 2 which voted for Democratic candidates in the most recent presidential and senatorial elections. *Id.*  
 3 This was no coincidence. Vought made this announcement just one day after President Trump  
 4 explicitly stated: “We can do things during the shutdown that are irreversible, that are bad for  
 5 [Democrats] and irreversible by them, like [ . . . ] cutting things that they like, cutting programs that  
 6 they like.” McLorg Decl., Exh. C at 2.

7 The sequence of events speaks for itself: the President announced his intention to use the  
 8 shutdown to inflict irreversible harm on Democratic priorities, and one day later DOE terminated  
 9 projects exclusively in Democratic-voting states. This is not neutral decision making — it is the  
 10 weaponization of executive power for partisan retaliation. Plaintiffs accordingly seek to certify a  
 11 Third Form Termination Class and an Equal Protection Termination Class.

12 For the proposed Third Form Termination Class, the issues presented in this motion for a  
 13 preliminary injunction and for class certification are identical to those already decided by this  
 14 Court with regard to National Science Foundation (“NSF”), National Endowment for the  
 15 Humanities (“NEH”), Environmental Protection Agency (“EPA”), Department of Defense  
 16 (“DOD”), Department of Transportation (“DOT”), and Department of Health and Human Services  
 17 (“HHS”), through its sub-agency National Institutes of Health (“NIH”). *Thakur v. Trump*, 787 F.  
 18 Supp. 3d 955 (N.D. Cal. 2025) (Dkt. No. 54) (“1st PI Order”); *Thakur v. Trump*, 2025 WL  
 19 2696424 (N.D. Cal. Sept. 22, 2025) (Dkt. No. 133) (“2nd PI Order”).<sup>1</sup> Thus, this motion seeks to  
 20 apply what the Court has already decided to an additional federal agency—the DOE—that has  
 21 terminated grants to numerous UC researchers in a manner that this Court has deemed to violate  
 22 the APA. Plaintiffs propose Drs. Plamen Atanasov and Louise Bedsworth as class representatives  
 23 for this Third Form Termination Class.

24 \_\_\_\_\_  
 25 <sup>1</sup> The Ninth Circuit denied the government’s motion to stay the preliminary injunction and indeed  
 26 agreed with this Court on every issue. *Thakur v. Trump*, 148 F.4th 1096 (9th Cir. 2025), *motion*  
 27 *for reconsideration pending*. On September 4, 2025, Defendants filed a Motion for Panel  
 28 Reconsideration or Reconsideration En Banc of Published Order Denying Stay Pending Appeal.  
 The Ninth Circuit held oral argument on November 14, 2025. As of the date of this filing, the  
 Ninth Circuit has not issued a decision. On November 20, 2025, Defendants filed a Notice of  
 Appeal relating to the Court’s Second PI Order and decision (Dkt. Nos. 133 & 134).

1 The proposed Equal Protection Termination Class is predicated on the overtly partisan  
 2 political basis upon which DOE targeted awards for termination. Specifically, DOE terminated  
 3 *only those grants awarded to recipients in states that voted for Democratic candidate Kamala*  
 4 *Harris in the 2024 election*. For the new Equal Protection Class, Plaintiffs likewise propose Drs.  
 5 Atanasov and Bedsworth as class representatives.

6 Plaintiffs seek a preliminary injunction on behalf of the Third Form Termination Class and  
 7 the Equal Protection Termination Class.

## 8 **BACKGROUND**

### 9 **I. Department of Energy**

10 DOE is an executive department that oversees the United States' national energy policy  
 11 and energy production, the research and development of nuclear power, the military's nuclear  
 12 weapons program, nuclear reactor production for the United States Navy, energy-related research,  
 13 and energy conservation. DOE was created in 1977 in the aftermath of the 1973 oil crisis. In 1977,  
 14 President Jimmy Carter signed into law the Department of Energy Organization Act, Pub. L. No.  
 15 95-91, 91 Stat. 565 (1977) (42 U.S.C. § 7101 *et seq.*), which established the DOE and set, *inter*  
 16 *alia*, the following goals: (1) "To promote the interests of consumers through the provision of an  
 17 adequate and reliable supply of energy at the lowest reasonable cost." *Id.* at § 7112(9); (2) "To  
 18 assure incorporation of national environmental protection goals in the formulation and  
 19 implementation of energy programs, and to advance the goals of restoring, protecting, and  
 20 enhancing environmental quality, and assuring public health and safety." *Id.* at § 7112(13);  
 21 (3) "To foster insofar as possible the continued good health of the Nation's small business firms [. . .]  
 22 . . .] and private cooperatives involved in energy production, transportation, research, development,  
 23 demonstration, marketing, and merchandising." *Id.* at § 7112(17).

24 Each of these goals was intended to serve "the public interest" and to "promote the general  
 25 welfare" by ensuring "coordinated and effective administration of Federal energy policy and  
 26 programs." *Id.* at § 7112 ("Congressional declaration of purpose").

### 27 **II. DOE's Grant Terminations.**

28 On January 20, 2025, President Trump issued Executive Order No. 14156, "Declaring a

1 National Energy Emergency,” which states that the United States “need[s] a reliable, diversified,  
 2 and affordable supply of energy to drive our Nation’s manufacturing, transportation, agriculture,  
 3 and defense industries, and to sustain the basics of modern life and military preparedness.” 90 Fed.  
 4 Reg. 8433 (Jan. 20, 2025). Thereafter, DOE’s campaign to terminate federal grants began with  
 5 Secretary of Energy Chris Wright’s policy memorandum dated May 15, 2025,<sup>2</sup> entitled “Ensuring  
 6 Responsibility for Financial Assistance” (“Policy”), which purportedly sought to ensure that  
 7 award recipients and individual projects were “financially sound and economically viable, aligned  
 8 with national and economic security interests, and consistent with Federal law and this  
 9 Administration’s policies and priorities and program goals and priorities (Standards).” *See*  
 10 Atanassov Decl., Exh. M. The Policy established a Portfolio Review Process (“PRP”) to review  
 11 existing and future awards through an advisory body called the PRP Committee. *See id.*

12 On October 2, 2025, Secretary Wright announced that DOE had terminated 321 financial  
 13 awards totaling roughly \$7.5 billion. McLorg Decl. ¶ 3. Of the 321 awards, six were terminated  
 14 prior to October, and one was awarded to an awardee in Canada. *Id.* at ¶ 3. For the remaining 314  
 15 awards, and for 100% of them, the grantee’s address on file with the federal government is in a  
 16 state that voted for the President’s opponent in the 2024 election and has two Democratic-  
 17 caucusing Senators. *Id.* at ¶ 4. And nearly 98% of the terminated awards had a primary place of  
 18 performance in a state with that same voting history. *Id.* at ¶ 5

19 **A. Dr. Atanassov’s and Dr. Bedsworth’s Grant Terminations**

20 Dr. Atanassov had three grants terminated. Atanassov Decl., Exhs. E, H, & M. Dr.  
 21 Bedsworth had one grant terminated. Decl. of Louise Wells Bedsworth (“Bedsworth Decl.”),  
 22 Exhs. D & E. Each termination letter lacks project-specific findings that the research was financial  
 23 unsound or otherwise deficient, or a demonstration that DOE considered researchers’ reliance  
 24 interests. This violates the APA. Additionally, Dr. Atanssov’s projects and Dr. Bedsworth’s  
 25 project are in a Blue State.<sup>3</sup>

26  
 27 <sup>2</sup> This Policy is sometimes dated May 14, 2025. Decl. of Plamen Atanassov (“Atanassov Decl.”),  
 28 Exh. H.

<sup>3</sup> Dr. Bedsworth’s project is in California. Bedsworth Decl., Exh. C. Two of Dr. Atanassov’s

# 1                   **1.       Dr. Atanasov: Grants, Terminations, and Harm**

2           Dr. Plamen Atanasov is the Chancellor’s Professor of Chemical & Biomolecular  
3 Engineering at UC Irvine, where he also holds a joint/courtesy appointment in Materials Science  
4 & Engineering. Atanasov Decl. ¶ 4, Exh. B. He joined UC Irvine in 2018 after prior service at the  
5 University of New Mexico as a researcher, faculty member, and Associate Dean for Research. *Id.*  
6 His research spans engineered materials, fuel cell electrocatalysts, and materials for power  
7 production, energy conversion, and storage, with over 490 peer-reviewed papers and over 45,000  
8 citations. *Id.* at ¶ 5. He is an inventor on 67 U.S. patents with many that have been licensed and  
9 form the core of various catalyst products and related technologies. *Id.* at ¶ 6.

10          Dr. Atanasov’s career represents decades of leadership in precisely the technologies DOE  
11 purports to prioritize: affordable energy, U.S. technological dominance, and domestic  
12 manufacturing. *See* 42 U.S.C. § 7112. His extensive patent portfolio, with many technologies  
13 already licensed, demonstrates a proven track record of translating federally funded research into  
14 market-ready innovations that advance American competitiveness.

15          Dr. Atanasov had three grants terminated in October 2025, for: (1) the Advanced Low-  
16 PGM Cathode Catalysts project; (2) the Novel Carbon Supports for Metal Catalysts for Fuel Cells  
17 project; and (3) the ARCHES Hydrogen Hub project. Atanasov Decl., Exhs. E, H, & M.

18          The first project, “Advanced Low-PGM Cathode Catalysts with Self-Healing Properties  
19 for High Performing and Highly Durable MEAs,” was a collaboration among Dr. Atanasov’s  
20 research group; the research groups of his UC Irvine colleagues Professors Vojislav Stamenkovic  
21 (the Principal Investigator) and Iryna Zenyuk (Co-Principal Investigator); and private sector  
22 partners and technology validators, all working together to create a major fuel cell catalyst  
23 innovation locus. *Id.* at ¶ 10.

24          On October 2, 2025, DOE notified UC Irvine that this award would be terminated; the  
25 termination was confirmed on October 9, 2025. *Id.* at ¶ 12. Per the termination letter, “this project

26 \_\_\_\_\_  
27 projects are based in California. Atanasov Decl., Exhs. D, K. His third project, with the Cabot  
28 Corporation, is based in Massachusetts. *Id.*, at Exh. F. Massachusetts and California are two states  
targeted by Vought. McLorg Decl. at Exh. E.

1 is not consistent with this Administration’s goals, policies and priorities.” *Id.*, at Exh. E. The  
2 termination letter then adds: “More specifically, the Department has determined: This project does  
3 not effectuate the Department of Energy’s priorities of ensuring affordable, reliable, and abundant  
4 energy to meet growing demand and/or addresses the national emergency declared pursuant to  
5 Executive Order 14156.” *Id.*

6 However, DOE’s stated rationale for termination cannot be reconciled with the project’s  
7 goals, which were to simultaneously (a) lower the cost of hydrogen fuel cells (“affordability”), and  
8 (b) make feasible broader deployment of this energy technology (“abundance”), while also  
9 increasing U.S. market share and indeed creating the possibility of market dominance in this  
10 energy domain (a key thrust of the cited Executive Order). The funding loss to Dr. Atanassov’s  
11 research group was \$500,000, including \$57,000 in lost summer salary and financial support for  
12 two UC Irvine PhD students. *Id.* at ¶ 14.

13 The second project, Novel Carbon Supports for Metal Catalysts for Fuel Cells, a  
14 collaboration with Cabot Corporation (Boston, MA), sought to produce the first industrial-scale,  
15 U.S.-manufactured fuel cell catalysts that would be able to fulfill the requirement for 30% “Made  
16 in USA” content (a percentage calculated based on manufacturing costs) that enables clean energy  
17 projects to receive bonus tax credits under the Inflation Reduction Act. *Id.* at ¶ 17. Dr. Atanassov  
18 is the Principal Investigator for the UC Irvine subcontract. *Id.* at ¶ 18, Exh. G.

19 On October 2, 2025, DOE issued a termination letter to Cabot Corporation for this project,  
20 effective immediately. *Id.* at ¶ 19, Exh. H. The reasons DOE provided for the award termination  
21 were verbatim identical to those in the termination for Dr. Atanassov’s cathode catalysts project.  
22 Again, DOE’s stated rationale cannot be reconciled with the project’s goals, which were to  
23 promote hydrogen fuel cell technology and increase U.S. dominance in this technology. *See id.* at  
24 ¶ 17. The funding loss to Dr. Atanassov’s research group was \$727,000, including \$85,500 in lost  
25 summer salary and financial support for two PhD students. *Id.* at ¶ 22.

26 The third project, ARCHES Hydrogen Hub, was an award of up to \$1.2 billion, including  
27 an initial Phase 1 award of \$30 million with up to \$186 million available thereafter. *Id.* at ¶¶ 24,  
28 27, Exh. K. ARCHES is a public-private nonprofit corporation founded by the UC system, the CA

1 Governor’s Office of Business and Economic Development, and the nonprofit Renewables 100  
 2 Policy Institute. *Id.* at ¶ 24. Its goal is to unleash dramatic growth in hydrogen production and  
 3 consumption by 2045 to decarbonize the world’s energy sources. *Id.* A specific sub-goal is to  
 4 develop and commercialize at scale the use of hydrogen in the transportation sector  
 5 (vehicles/buses/planes/ships), which is America’s largest source of greenhouse gas emissions. *Id.*

6 DOE’s award of \$1.2 billion to ARCHES, which encompassed additional research phases  
 7 beyond Phase 1 worth hundreds of millions of dollars, further catalyzed the “[s]igning of [a] \$12.6  
 8 billion cooperative agreement—the largest in the DOE history, with a 10:1 cost-share match of  
 9 federal funds with State and private investment.”<sup>4</sup>

10 DOE abruptly terminated the ARCHES award on October 1, 2025, stating the award “did  
 11 not pass Standards of the PRP Committee review and will not proceed.” Atanassov Decl., Exh. M.  
 12 DOE did not provide the Standards or explain the Portfolio Review Process. *Id.* at ¶ 31.

13 Dr. Atanassov lost current and anticipated compensation, including an opportunity to  
 14 develop a Hydrogen Technology Certification program and transition to a 0.5 FTE role as Senior  
 15 Advisor for Business Development to ARCHES. *Id.* at ¶¶ 36-37.

## 16 **2. Dr. Louise Bedsworth: Grant, Termination, and Harm**

17 Dr. Louise Bedsworth currently holds these positions at the University of California,  
 18 Berkeley School of Law: Executive Director at the Center for Law, Energy, and the Environment  
 19 (“CLEE”), Director of the Land Use Program at the Center for Law, Energy, and the Environment,  
 20 and Senior Advisor at the California-China Climate Institute. Bedsworth Decl. ¶ 2.

21 Dr. Bedsworth submitted, as Principal Investigator, a proposal for financial assistance to  
 22 DOE for a project titled “Feasibility Study to Co-Create a Community Alliance for Direct Air  
 23 Capture.” *Id.* at ¶ 8. The project would undertake a comprehensive assessment of the technical,  
 24 social, and governance feasibility of establishing a Community Alliance for Direct Air Capture  
 25 (“CALDAC”) in California, inviting the local community to be the center of Direct Air Capture  
 26 (“DAC”) Hub development. *Id.* at ¶ 9. Direct air capture is a form of carbon removal. *Id.* at ¶ 20;

27  
 28 <sup>4</sup> *Year in Review*, ARCHES (last visited Nov. 22, 2025), <https://archesh2.org/year-in-review/>.

1 *see also* 42 U.S.C. § 16298d. The statutory authority for the award was 42 U.S.C. 16298d. *Id.* at  
 2 ¶¶ 13,14, Exh. C. Per Section 16298d(j), the Congressionally-appropriated funds were “to remain  
 3 available until expended.” *Id.* at 16298d(j)(4).

4 On October 2, 2025, DOE terminated the CALDAC project. Bedsworth Decl. ¶ 16. The  
 5 letter used the same termination language as for Dr. Atanassov’s non-ARCHES project  
 6 terminations: “This project does not effectuate [DOE’s] priorities of ensuring affordable, reliable,  
 7 and abundant energy to meet growing demand and/or addresses the national emergency declared  
 8 pursuant to Executive Order 14156.” *Id.* at Exh. D; *see also id.* at Exh. E. However, unlike Dr.  
 9 Atanassov’s terminations, DOE further stated: “More specifically, the Department determined:  
 10 DAC hubs provide no tangible economic benefit. DAC hubs may raise natural gas prices if  
 11 deployed at scale.” *Id.*, Exhs. D-E.

12 DOE’s statement that DAC hubs provide no tangible economic benefit cannot be  
 13 reconciled with the CALDAC project’s aims. *Id.* at ¶¶ 9, 20. As Dr. Bedsworth states: “Failure to  
 14 scale DAC will diminish domestic innovation and lead to a loss of job creation opportunities,  
 15 which can be especially important in resource-dependent communities.” *Id.* at ¶ 20. DOE fails to  
 16 explain or support its assertion that DAC hubs potentially raise natural gas prices.

17 Dr. Bedsworth, her team, and the public interest have all suffered harm as a result of the  
 18 CALDAC project’s grant termination. *Id.* at ¶ 18. Termination of this grant resulted in financial  
 19 harm to CLEE by reducing funds available for researcher and staff salaries. *Id.* Termination of this  
 20 grant also resulted in the loss of a \$300,000 grant from the California Energy Commission and  
 21 significant cost share contributions from project partners, further reducing or eliminating funding  
 22 for researcher and staff salaries. *Id.*

23 None of DOE’s termination letters to Drs. Atanassov or Bedsworth provided coherent  
 24 rationales for termination. Neither did they consider the researchers’ reliance interests.

## 25 **ARGUMENT**

### 26 **I. Drs. Atanassov and Bedsworth Have Standing.**

27 To establish standing, a “plaintiff must have (1) suffered an injury in fact, (2) that is fairly  
 28 traceable to the challenged conduct of the defendant, and (3) that is likely to be redressed by a

1 favorable judicial decision.” *Spokeo, Inc. v. Robins*, 578 U.S. 330, 338 (2016). This Court has  
 2 already held that the original Plaintiffs have Article III standing. *See* 1st PI Order at 47 (citing  
 3 *Diamond Alternative Energy, LLC v. Env’t Prot. Agency*, 606 U.S. 100 (2025)). The same is true  
 4 for Drs. Atanassov and Bedsworth, who are each the Principal Investigators for at least one  
 5 terminated project. Bedsworth Decl. ¶¶ 8, 14, 16-17, Exhs. C-E; Atanassov Decl. ¶¶ 18-19, Exhs.  
 6 G-H (“Prof. Plamen Atanassov – PI UCI subcontract”).

7 The wrongful termination of their grants has caused great harm to their careers and  
 8 livelihood that can be redressed through the same injunctive and declaratory relief as the other  
 9 Plaintiffs. Atanassov Decl., ¶¶ 14-15, 22-23, 36-40; Bedsworth Decl., ¶¶ 18-20. In short, Drs.  
 10 Atanassov and Bedsworth “assert[] invasions of traditionally cognizable interests sufficient to  
 11 confer standing” that “can be redressed by a reversal of the allegedly illegal grant terminations.”  
 12 1st PI Order at 42. In denying Defendants’ motion for partial stay, the Ninth Circuit recognized  
 13 the standing of the representative UC researcher plaintiffs to redress researchers’ own harms.  
 14 *Thakur*, 148 F.4 at 1105.

15 **II. The Court Should Provisionally Certify Form Termination and Equal Protection**  
 16 **Termination Classes for UC Researchers Whose Grants Were Terminated by DOE.**

17 **A. The Class Definitions.**

18 The Court has provisionally certified the Equity Termination Class, the Form Termination  
 19 Class, the Second Equity Termination Class, and the Second Form Termination Class. 1st PI  
 20 Order at 51-52; 2nd PI Order at 28-29. In this Motion, Plaintiffs propose two additional classes  
 21 relating to DOE:

22 **Third Form Termination Class.** All University of California researchers, including  
 23 faculty, staff, academic appointees, and employees across the University of  
 24 California system who are named as principal researchers, investigators, or project  
 25 leaders on the grant applications for previously awarded research grants by the DOE  
 26 that are terminated by means of a form termination notice that does not provide a  
 27 grant-specific explanation for the termination that states the reason for the change to  
 28 the original award decision and considers the reliance interests at stake, from and  
 after January 20, 2025.

Excluded from the class are Defendants, the judicial officer(s) assigned to this case,  
 and their respective employees, staffs, and family members.

**Equal Protection Termination Class.** All University of California researchers, including faculty, staff, academic appointees, and employees across the University of California system who are named as principal researchers, investigators, or project leaders on the grant applications for previously awarded research grants by the DOE that were included in the 314 grants that DOE terminated on or around October 2, 2025, which Plaintiffs allege was done in violation of the equal protection guarantee of the Fifth Amendment.

Excluded from the class are Defendants, the judicial officer(s) assigned to this case, and their respective employees, staffs, and family members.

**B. The Proposed Classes Satisfy the Requirements of Class Certification.**

In granting provisional certification, the Court must determine that the requirements of Rule 23 have been met, although “its analysis is tempered [ . . . ] by the understanding that ‘such certifications may be altered or amended before the decision on the merits.’” *R.I.L.-R v. Johnson*, 80 F. Supp. 3d 164, 179–80 (D.D.C. 2015) (quoting *Bame v. Dillard*, No. 05-1833, 2008 WL 2168393, at \*5 (D.D.C. May 22, 2008)). This Court has already determined that Plaintiffs have satisfied the requirements for provisional class certification as to NSF, NEH, EPA, DOD, DOT, and NIH. 1st PI Order at 54-59; 2nd PI Order at 29-32. It should also do so here, where Plaintiffs’ proposed Third Form Termination Class and Equal Protection Termination Class satisfy all Rule 23(a) factors as well as the requirements of Rule 23(b)(2). *See Lyon v. U.S. Immigr. & Customs Enf’t*, 308 F.R.D. 203, 210-11 (N.D. Cal. 2015). As one district court recently noted in *Barbara v. Trump*, “[c]ourts routinely grant provisional class certification for purposes of entering injunctive relief.” 790 F. Supp. 3d 80, 90 (D.N.H. 2025) (citation omitted) (collecting instances of provisional class certification, including *Meyer v. Portfolio Recovery Assocs., LLC*, 707 F.3d 1036, 1041-43 (9th Cir. 2012)).<sup>5</sup>

**1. Individual Joinder Is Impracticable.**

Plaintiffs in a putative class action typically must demonstrate that “the class is so

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<sup>5</sup> Quoting *Trump v. CASA, Inc.*, 145 S. Ct. 2540, 2567 (2025) (Kavanaugh, J. concurring), the *Barbara* court noted that “plaintiffs who challenge the legality of a new federal statute or executive action and request preliminary injunctive relief may sometimes seek to proceed by class action under [R]ule 23(b)(2) and ask a court to award preliminary classwide relief that may, for example, be statewide, regionwide, or even nationwide.” *Barbara*, 790 F. Supp. 3d at 100. The court did just that, holding that it could “later modify or amend the order granting class certification.” *Id.*

1 numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). Although  
 2 numbers alone are not controlling, “a class of 40 or more members raises a presumption of  
 3 impracticability of joinder based on numbers alone.” 1 *Newberg and Rubenstein on Class Actions*  
 4 § 3:12 (6th ed., 2022 & Supp. 2025); *see also Rannis v. Recchia*, 380 Fed. Appx. 646, 651-652  
 5 (9th Cir. 2010). “Plaintiffs ‘need not state the exact number of potential members nor identify all  
 6 the members of the class so long as the putative class is not amorphous.’” *Foon v. Centene Mgmt.*  
 7 *Co.*, No. 2:19-cv-01420 AC, 2023 WL 1447922, at \*4 (E.D. Cal. Feb. 1, 2023) (quoting *Arnold v.*  
 8 *United Artists Theatre Cir., Inc.*, 158 F.R.D. 439, 449 (N.D. Cal. 1994)). As the Third Amended  
 9 Complaint (“TAC”) alleges, DOE grant terminations adversely impacted 21 Full-Time-Equivalent  
 10 (“FTE”) UC personnel who can fairly be described as Principal Investigators or principal  
 11 researchers at work on projects other than the ARCHES project. TAC ¶ 625; Polsky Decl. ¶ 3.  
 12 These 21 FTE encompass an unspecified larger number of individuals—and likely, a far larger  
 13 number—because individuals devoting less than full-time to a project count as a fractional  
 14 contribution to an FTE. Polsky Decl. ¶ 3. Indeed, Dr. Adam Weber, a UC researcher at Lawrence  
 15 Berkeley National Laboratory and the Chief Technology Officer of ARCHES, identified 29 UC  
 16 research personnel involved with ARCHES and 34 DOE-termination-impacted UC researchers for  
 17 non-ARCHES grants known to him. *Id.* at ¶ 6. The proposed classes satisfy numerosity.

18 While the members of the proposed classes are sufficiently numerous to meet any  
 19 application of 23(a)(1), other impracticability factors, unique to the purposes of Rule 23(b)(2)  
 20 class certification, underscore the appropriateness and necessity of class treatment. The Rule  
 21 23(b)(2) class offers a necessary haven in cases such as this for those who fear retaliation. As at  
 22 least two district courts (including this one) have observed, “in determining numerosity, the court  
 23 [. . .] considers whether ‘individual claimants would have difficulty filing individual lawsuits out  
 24 of fear of retaliation, exposure, and/or prejudice, such that it is unlikely that individual class  
 25 members would institute separate suits.’” *Does 1-10 v. Univ. of Washington*, 326 F.R.D. 669, 679  
 26 (W.D. Wash. 2018) (quoting *Buttino v. F.B.I.*, 1992 WL 12013803, at \*2 (N.D. Cal. Sept. 25,  
 27 1992) (finding numerosity where an unknown number of gay employees worked under the FBI’s  
 28 anti-gay policies and were unlikely to come forward individually)).

1                   **2. This Case Involves Defendants’ Common Conduct Against the Classes**  
 2                   **and Satisfies All Rule 23(a) and 23(b)(2) Requirements.**

3                   Plaintiffs must demonstrate “the capacity of classwide proceedings to generate common  
 4 answers to common questions of law or fact that are apt to drive the resolution of the litigation.”  
 5 *Mazza v. Am. Honda Motor Co.*, 666 F.3d 581, 588 (9th Cir. 2012) (citing *Wal-Mart Stores, Inc. v.*  
 6 *Dukes*, 564 U.S. 338, 350 (2011)), *overruled on other grounds by Olean Wholesale Grocery*  
 7 *Coop., Inc. v. Bumble Bee Foods LLC*, 31 F.4th 651, 670 (9th Cir. 2022) (citation modified). As  
 8 this Court previously noted, commonality is satisfied where, as here, plaintiffs challenge “a  
 9 system-wide practice or policy that affects all of the putative class members.” 1st PI Order at 54  
 10 (quoting *Armstrong v. Davis*, 275 F.3d 849, 868 (9th Cir. 2001), *overruled on other grounds by*  
 11 *Johnson v. California*, 543 U.S. 499 (2005)).

12                   By amending their complaint to allege unlawful DOE grant terminations alongside  
 13 unlawful grant terminations by EPA, NEH, NSF, DOD, DOT, and NIH, Plaintiffs have asked the  
 14 same “common questions” that the Court already recognized were sufficient to establish Rule  
 15 23(a)(2) commonality. For example: whether Agency Defendants followed Trump and DOGE  
 16 directives in terminating grants to both classes; whether Defendants violated the Plaintiffs’  
 17 constitutional rights (in this case, to equal protection under the law, by targeting their grants for  
 18 termination based on their location in Blue States); and whether the Agency Defendants’  
 19 terminations to the Form Termination Class were arbitrary and capricious in violation of the APA.  
 20 *See* 1st PI Order at 54, 55, 58; TAC, ¶¶ 606-611 (alleging that DOE terminated grants at the behest  
 21 of President Trump and DOGE), ¶¶ 612-623 (alleging that Defendants, including DOE, violated  
 22 the Equal Protection Clause in terminating grants), ¶¶ 632-662, 663-676 (alleging that Defendants  
 23 violated the APA by distributing generic form letters to class members).

24                   The Rule 23(b)(2) requirement is satisfied for the same reasons. Plaintiffs must show that  
 25 “the party opposing the class has acted or refused to act on grounds that apply generally to the  
 26 class.” Fed. R. Civ. P. 23(b)(2). Plaintiffs have done so. The Third Amended Complaint focuses  
 27 *entirely* on Defendants’ general course of conduct that caused substantially similar class-wide  
 28 injuries to all class members. *See, e.g.*, TAC at ¶¶ 150–230 (EPA), ¶¶ 256–312 (NEH), ¶¶ 331–

366 (NSF), ¶¶ 389–423 (DOD), ¶¶ 447–93 (DOT), ¶¶ 534–604 (NIH); and ¶¶ 606–676 (DOE). The proposed Third Form Termination Class and Equal Protection Termination Class, then, satisfy Rule 23(b)(2) for identical reasons as the current Classes.

### 3. Plaintiffs’ Claims Are Typical of Those of the Proposed Classes.

To satisfy typicality, Plaintiffs must show that their claims are “typical of the claims or defenses of the class.” Fed R. Civ. P. 23(a)(3). “The purpose of the typicality requirement is to assure that the interest of the named representative aligns with the interests of the class.” *Hanon v. Dataproducts Corp.*, 976 F.2d 497, 508 (9th Cir. 1992) (citation omitted). Drs. Atanssov and Bedsworth satisfy the typicality inquiry for the Third Form Termination Class and Equal Protection Termination Class.

Indeed, typicality is easily met here because the grants of the two proposed class representatives and the entire proposed classes were terminated in the exact same way: DOE identified grants based on the grantee’s Blue State location, issued form termination letters, with no coherent grant-specific explanation or consideration of reliance interests, and ordered the grantees to cease doing work pursuant to the grants. McLorg Decl. ¶¶ 2–6; Atanassov Decl., ¶¶ 12–13, 19, 31, Exhs. E, H, M; Bedsworth Decl., ¶¶ 16–17, Exhs. D–E. As such, Drs. Atanassov’s and Bedsworth’s grants were terminated in a way typical of the members in the Third Form Termination Class and Equal Protection Termination Class.

### 4. Plaintiffs and Class Counsel Will Adequately Represent the Proposed Classes.

Absent class members must be adequately represented for a judgment to bind them. *Hansberry v. Lee*, 311 U.S. 32, 42–43 (1940). This prerequisite is satisfied if a representative party “will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). Resolution of the adequacy issue requires the Court to address two questions: “(1) do the named plaintiffs and their counsel have any conflicts of interest with other class members and (2) will the named plaintiffs and their counsel prosecute the action vigorously on behalf of the class?” *Kim v. Allison*, 87 F.4th 994, 1000 (9th Cir. 2023) (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998), *overruled on other grounds*). The Court already found class counsel and the original

1 Plaintiffs are adequate representatives. *See* 1st PI Order at 57–60. That same logic applies here.

2 As their accompanying Declarations demonstrate, Drs. Atanassov and Bedsworth are  
3 adequate class representatives for the same reasons as the original Plaintiffs. They have no  
4 conflicts of interest with absent class members. They are committed to the vigorous prosecution of  
5 this action, as evidenced in their Declarations. And their interests are aligned with those of the  
6 existing Form Termination class members, as well as the prospective members of the Equal  
7 Protection Termination class. *See id.* at 57–59.

8 Further, even if Drs. Atanassov’s and Bedsworth’s grant terminations were different in  
9 some ways from those of other class representatives, Plaintiffs need not advance representatives  
10 that experienced every single variety of harm suffered by the class. *Lyon*, 308 F.R.D. at 214  
11 (certifying a Rule 23(b)(2) class where “Plaintiffs do not seek individualized relief for each class  
12 member, but rather ask for systemic changes consistent with a single overarching constitutional  
13 standard that will be applicable to all class members”); *Coreas v. Bounds*, No. TDC-20-0780,  
14 2020 WL 5593338, at \*15 (D. Md. Sept. 18, 2020) (rejecting the defendants’ argument against  
15 certification that “different subsets of putative class members may be entitled to relief where  
16 others would not” because “there is available relief that would benefit the entire class or an entire  
17 subclass”); *Scholl v. Mnuchin*, 489 F. Supp. 3d 1008, 1046 (N.D. Cal. 2020) (“Plaintiffs assert that  
18 Rule 23(b)(2) is met [ ] because defendants implemented a generally applicable policy of denying  
19 CARES Act payments to incarcerated persons. . . . The court agrees with plaintiffs that  
20 defendants’ policy is generally applicable to the class as a whole.”).

21 Plaintiffs have demonstrated that all Rule 23(a) requirements, as well as the Rule 23(b)(2)  
22 requirement, are satisfied for the new proposed classes. The Court should provisionally certify the  
23 Third Form Termination Class and Equal Protection Termination Class and appoint Drs.  
24 Atanassov and Bedsworth as class representatives.

25 **III. The Court Should Issue a Preliminary Injunction as to DOE.**

26 A preliminary injunction is warranted where the moving party establishes that (1) it is  
27 likely to succeed on the merits; (2) irreparable harm is likely in the absence of preliminary relief;  
28 (3) the balance of equities tips in the movant’s favor; and (4) an injunction is in the public interest.

1 1st PI Order at 17; *Winter v. Nat'l Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008). In the present  
 2 case, these factors strongly favor Plaintiffs, and the Court should issue an additional preliminary  
 3 injunction that extends its previous decisions to DOE for the same reasons it has already enjoined  
 4 six other agencies engaged in unlawful grant terminations,<sup>6</sup> (Dkt. Nos. 55, 134) and on the  
 5 additional basis of violation of the Equal Protection guarantee.<sup>7</sup>

6 **A. Plaintiffs Are Likely To Succeed on the Merits of Their Claims that DOE**  
 7 **Grant Terminations Are Unlawful.**

8 This Court already determined that NSF and NEH's grant terminations "were contrary to  
 9 congressionally mandated directives to both agencies under the APA," and both this Court and the  
 10 Ninth Circuit found Plaintiffs are "likely to succeed in showing that the mass grant terminations  
 11 carried out via form letters were conducted in a manner that was arbitrary and capricious." 1st PI  
 12 Order at 17, 25; *Thakur*, 148 F.4th at 1107. For nearly identical reasons, the Court should rule that  
 13 Plaintiffs are likely to succeed on their APA claims against DOE. And, because DOE selected all  
 14 314 grants for termination based on animus toward Blue States, the Court should find that  
 15 Plaintiffs are likely to succeed on their claim that the terminations violated the Fifth Amendment's  
 16 guarantee of equal protection under the law.

17 **1. DOE's Grant Terminations Are Contrary to Law Under the APA.**

18 The APA prohibits agency action that exceeds statutory or constitutional authority or is  
 19

20 <sup>6</sup> Further, in the related case *American Association of University Professors, et al. v. Donald J.*  
 21 *Trump, et al.*, No. 25-CV-07864-RFL, 2025 WL 3187762 (N.D. Cal. Nov. 14, 2025), this Court  
 22 found on the same logic that DOE was among three federal agencies that acted unlawfully in  
 23 "suspending" grants previously awarded to UCLA researchers. *Id.*, at \*34. Among other relief, the  
 24 Court specifically vacated "suspensions" (or terminations) of DOE (as well as NSF and NIH)  
 research grants to UCLA researchers that took place on or around July 30, 2025, as well as the  
 associated blanket policy of denying any future grants to UCLA. *AAUP*, 25-CV-07864-RFL, Dkt.  
 No. 91 at 4 (Nov. 14, 2025).

25 <sup>7</sup> Plaintiffs note that the DOE terminations challenged here encompass financial awards to UC  
 26 researchers that are denominated as "grants," and those instead denominated as "cooperative  
 27 agreements." Because a suit for injunctive relief under Rule 23(b)(2) focuses on the pattern of  
 28 conduct of defendant(s), any small distinctions between these award types are here immaterial.  
 Additionally, to the extent the Court deems award nomenclature relevant, plaintiffs note that the  
 check-boxes on award documents make plain that both "grants" and "cooperative agreements" are  
 distinct from "contracts." *See, e.g.,* Atanassov Decl., Exh. D at 1.

1 otherwise contrary to law. 5 U.S.C. § 706(2)(A), (C); *Kaweah Delta Health Care Dist. v. Becerra*,  
 2 123 F.4th 939, 944 (9th Cir. 2024) (“[U]nder our system of separation of powers, neither good  
 3 intentions nor pressing policy problems can substitute for an agency’s lack of statutory authority  
 4 to act.”). By refusing to spend money that Congress appropriated in the manner that Congress  
 5 specified, Defendants are violating the Impoundment Control Act of 1974 and the appropriations  
 6 statutes underlying DOE’s funding schemes. *See* 2 U.S.C. § 681 *et seq.*

7 Defendants are also violating DOE’s enabling statutes and other laws passed by Congress  
 8 that include grantmaking as a directive. For example, Dr. Bedsworth’s CALDAC project was  
 9 authorized pursuant to 42 U.S.C. Section 16298d, which establishes a comprehensive statutory  
 10 framework for regional DAC hubs. 42 U.S.C. § 16298d(j); Bedsworth Decl., ¶ 13. Congress  
 11 mandated that the Secretary of Energy “**shall** establish a program under which the Secretary **shall**  
 12 provide funding for eligible projects that contribute to the development of 4 regional [DAC]  
 13 hubs.” 42 U.S.C. at § 16298d(j)(2)(A) (emphasis added). “Shall” is a command, not a suggestion.

14 The statute prescribes detailed requirements for these hubs. *Id.* at § 16298d(j)(2)(B).  
 15 Congress further mandated specific selection criteria, requiring DOE to consider the carbon  
 16 intensity of the local industry; geographic diversity; carbon potential; hubs in fossil-producing  
 17 regions that are economically distressed; scalability; creation of employment opportunities; and  
 18 other factors. *Id.* at § 16298d(j)(3)(C). Congress appropriated \$3.5 billion specifically for this  
 19 program for fiscal years 2022 through 2026, “to remain available until expended.” *Id.* at §  
 20 16298d(j)(4). DOE’s policy preferences cannot override Congress’s explicit mandate to fund DAC  
 21 projects, nor wipe clean Congress’s appropriation of \$3.5 billion for this purpose.

22 Similarly, DOE has acted contrary to statute in terminating funding for the only two green  
 23 hydrogen hubs in America (ARCHES Hydrogen Hub and the also-summarily-terminated Pacific  
 24 Northwest Hub). Congress required the Secretary of Energy to establish a program to support the  
 25 development of “regional clean hydrogen hubs”: “a network of clean hydrogen producers,  
 26 potential clean hydrogen consumers, and connective infrastructure located in close proximity.” 42  
 27 U.S.C. § 16161a(a) & (b). These hubs must demonstrably aid the achievement of clean hydrogen  
 28 production standards; demonstrate the production, processing, delivery, storage, and end-use of

1 clean hydrogen; and be capable of developing into a national clean hydrogen network to facilitate  
2 a clean hydrogen economy.

3 Congress also imposed strict timelines on DOE, requiring the Secretary to solicit proposals  
4 for regional clean hydrogen hubs not later than 180 days after November 15, 2021, and to select at  
5 least four regional clean hydrogen hubs not later than one year after the deadline for submission of  
6 proposals. *Id.* § 16161a(c)(1) & (2). Congress further mandated geographic diversity, requiring  
7 that each regional clean hydrogen hub be located in a different region of the United States and use  
8 energy resources that are abundant in that region. *Id.* § 16161a(c)(3)(C). Congress authorized an  
9 appropriation of \$8 billion to the Secretary to carry out the regional clean hydrogen hubs program  
10 for the period of fiscal years 2022 through 2026. *Id.* at § 16161a(d).

11 Without reference to Section 16161a, the ARCHES termination letter states that the project  
12 “did not pass Standards.” Atanassov Decl., Exh. M. But the project had already been selected per  
13 statutory mandate, and cannot lawfully be summarily terminated on unexplained grounds pursuant  
14 to undisclosed “Standards.” *See id.* at Exh. N (administrative appeal of ARCHES termination).<sup>8</sup>  
15 Indeed, as to the ARCHES project, DOE’s Office of Clean Energy Demonstrations website to this  
16 day touts the virtues of green hydrogen hubs.<sup>9</sup>

17 The APA does not allow an agency to flout Congress’s clear directives in this way. *See,*  
18 *e.g., Health Ins. Ass’n of Am., Inc. v. Shalala*, 23 F.3d 412, 416 (D.C. Cir. 1994) (explaining that a  
19 court may not accept “the agency’s policy judgments . . . if they conflict with the policy judgments  
20 that undergird the statutory scheme”). DOE has exceeded its own statutory authority and has  
21 therefore violated 5 U.S.C. Section 706(2)(A) and (C). Accordingly, “the only appropriate remedy  
22 is vacatur.” *Kaweah*, 123 F.4th at 944. DOE’s actions violate statutes and are *ultra vires*.

## 23 **2. Defendants’ Grant Terminations Are Arbitrary and Capricious Under** 24 **the APA.**

25 The APA prohibits arbitrary and capricious action. 5 U.S.C. §706(2)(A). *Kalispel Tribe of*

26 <sup>8</sup> As of November 22, 2025, ARCHES had received no response from DOE to its administrative  
27 appeal. Atanassov Decl., ¶ 33.

28 <sup>9</sup> *See Regional Clean Hydrogen Hubs*, DOE (last accessed Nov. 22, 2025),  
<https://www.energy.gov/oced/regional-clean-hydrogen-hubs-0>.

1 *Indians v. U.S. Dep’t of the Interior*, 999 F.3d 683, 688 (9th Cir. 2021). It requires federal  
 2 agencies to engage in “reasoned decisionmaking” (*Dep’t of Homeland Sec. v. Regents of the Univ.*  
 3 *of Cal.*, 591 U.S. 1, 16 (2020)), meaning an agency must “examine the relevant data and articulate  
 4 a satisfactory explanation for its action including a rational connection between the facts found  
 5 and the choice made.” *Motor Vehicle Mfrs. Ass’n v. State Farm Mut. Auto. Ins. Co.*, 463 U.S. 29,  
 6 43 (1983) (citation modified).

7 DOE’s mass termination of grants awarded to Drs. Atanassov and Bedsworth and the  
 8 proposed Third Form Termination Class was arbitrary and capricious. Defendants do not provide  
 9 coherent, grant-specific reasoning for the terminations. The DOE termination letter “provide[s] no  
 10 indication that Defendants have ‘considered the relevant factors’ and do[es] not ‘articulate a  
 11 rational connection between the facts found and the choice made.’” 1st PI Order at 27 (citing  
 12 *Baltimore Gas & Elec. Co. v. Nat. Res. Def. Council, Inc.*, 462 U.S. 87, 105 (1983)) (citation  
 13 modified). Just as the individualized termination letters at issue in the first preliminary injunction  
 14 order (1st PI Order) stated that grant funding “no longer effectuates the program goals or agency  
 15 priorities,” the DOE letters state simply that the projects “no longer effectuate[] the Department of  
 16 Energy’s priorities” and are “not consistent with this Administration’s goals, policies and  
 17 priorities.” Bedsworth Decl., Ex. E; *see also, e.g.*, Atanassov Decl., Ex. H.

18 And while Dr. Bedsworth’s termination letter attempts to provide project-specific  
 19 information, the rationale is superficial: a mere two sentences to explain summary termination of a  
 20 grant of more than \$2 million, *i.e.*, one sentence per \$1+ million in cancelled funding. DOE’s  
 21 ostensible rationale is also factually unsupported. In asserting that “DAC hubs provide no tangible  
 22 economic benefit,” and that “DAC hubs may raise natural gas prices if deployed at scale”  
 23 (Bedsworth Decl., Exh. E), DOE cites no substantiating facts. Nor is there a discussion of why Dr.  
 24 Bedsworth’s project would even implicate DOE’s purported objections. Bedsworth Decl., ¶¶ 19-  
 25 20. Such conclusory statements cannot constitute reasoned explanations for agency action.

26 Equally important, the DOE termination letters show the agencies failed to consider the  
 27 reliance interests of grantees. *See* 1st PI Order at 26-28. Instead, Plaintiffs — and indeed, entire  
 28 multi-campus UC programs with dozens of also-reliant partner organizations, agencies, and

1 companies — were left stranded, without funding, in the middle of ambitious multi-year research  
 2 projects they were told would be fully funded. Atanassov Decl., ¶¶ 11-17, 19-23, 26-27, 36-40;  
 3 Bedsworth Decl., ¶¶ 8-20. Grantees who had received portions of their awards had already  
 4 invested significant time in their projects. Grantees had been using their federal funds to pay for  
 5 their own salaries, and those of their staff and research assistants. Without those funds, progress  
 6 has halted. *See, e.g.*, Atanassov Decl., ¶ 23; Bedsworth Decl. ¶ 19.

7 In the case of ARCHES, the UC grantees had additionally leveraged DOE’s funding  
 8 commitment to make their own commitments to myriad non-UC parties who collectively brought  
 9 over twelve billion dollars in funding commitments to the project — a figure larger than the GDP  
 10 of more than 20 nations.<sup>10</sup> Atanassov Decl. ¶ 32. Defendants have failed to introduce any evidence  
 11 that they considered the consequences of prematurely terminating partially funded research  
 12 projects that would have benefited grantees, downstream affiliates, and members of the public. *See*  
 13 1st PI Order at 30; 2nd PI Order at 21 (noting no evidence that NIH “considered important issues  
 14 such as waste of taxpayer funds or loss of research that is significant to the public”).

### 15 **3. Defendants’ Termination of Grants Exclusively in Blue States Violates** 16 **the Fifth Amendment’s Equal Protection Guarantee.**

17 Defendants’ selective termination of DOE awards — limited to awards to grantees in Blue  
 18 States — violates the Fifth Amendment, because it is based on irrational and illegitimate animus.

19 The Due Process Clause of the Fifth Amendment prohibits the federal government from  
 20 denying equal protection of the laws. *See Bolling v. Sharpe*, 347 U.S. 497, 499-500 (1954). “Equal  
 21 protection analysis in the Fifth Amendment area is the same as that under the Fourteenth  
 22 Amendment.” *Adarand Constructors, Inc. v. Peña*, 515 U.S. 200, 217 (1995) (quoting *Buckley v.*  
 23 *Valeo*, 424 U.S. 1, 93 (1976)). At its core, equal protection guarantees that the government must  
 24 remain “open on impartial terms to all who seek its assistance.” *Romer v. Evans*, 517 U.S. 620,  
 25 633 (1996). The government cannot treat similarly situated groups differently without, at a

26  
 27 <sup>10</sup> *See GDP (current US \$)*, World Bank Group, (last visited Nov. 22, 2025),  
 28 <https://data.worldbank.org/indicator/NY.GDP.MKTP.CD> (curating most recent available global data)).

1 minimum, a rational reason or legitimate governmental interest for the difference in treatment. *See*  
 2 *Vill. Of Willowbrook v. Olech*, 528 U.S. 562, 564 (2000).

3 The Supreme Court has repeatedly affirmed that it is irrational and illegitimate — and thus  
 4 unconstitutional — for the government to treat a group differently on the basis of “animus,”  
 5 *Romer*, 517 U.S. at 632, or a “bare . . . desire to harm a politically unpopular group.” *U.S. Dep’t of*  
 6 *Agric. v. Moreno*, 413 U.S. 528, 534 (1973); *see also, e.g., United States v. Windsor*, 570 U.S.  
 7 774, 770, 772, 775 (2013); *City of Cleburne v. Cleburne Living Ctr.*, 473 U.S. 432, 447, 450  
 8 (1985). The federal government therefore violates the Fifth Amendment when it treats similarly  
 9 situated groups differently based on political animus or “interest of retaliation” against political  
 10 adversaries. *Perkins Coie LLP v. U.S. DOJ*, 783 F. Supp. 3d 105, 168 (D.D.C. 2025).

11 To prevail on an equal protection claim, plaintiffs need not prove that animus was the sole,  
 12 or even the primary, factor behind the government’s disparate treatment; animus need only be “a  
 13 motivating factor” behind the government’s decision. *See Vill. of Arlington Heights v. Metro.*  
 14 *Hous. Dev. Corp.*, 429 U.S. 252, 265-66 (1977). Plaintiffs can prove animus based on either direct  
 15 or circumstantial evidence, including the historical background of the challenged decision, the  
 16 specific sequence of events leading up to that decision, and any departures from the normal  
 17 procedural sequence. *Avenue 6E Invs., LLC v. City of Yuma*, 818 F.3d 493, 504 (9th Cir. 2016)  
 18 (discussing *Arlington Heights*, *supra*). Thus, this Court has relied on contemporaneous statements  
 19 by policymakers (including, specifically, in social media posts), as well as departures from normal  
 20 procedure, to determine that an executive action was based on animus. *See, e.g., Nat’l TPS All. v.*  
 21 *Noem*, 773 F. Supp. 3d 807, 858-863; 866-67 (N.D. Cal. 2025). Once animus is shown as a  
 22 motivating factor, the government must prove it would have enacted the same policy absent the  
 23 discriminatory purpose. *Arlington Heights*, 429 U.S. at 270-71 n.21.

24 Here, Defendants treated one group, DOE awardees in Blue States and the entities carrying  
 25 out those awards, differently from the similarly situated Red State awardees whose awards DOE  
 26 did not terminate on October 2. There is clear evidence that this differential treatment was based  
 27 on political animus. Indeed, “there is no need” for the Court “to ‘infer animus’ in this case.” *See*  
 28 *Perkins Coie*, 783 F. Supp. 3d at 167-68. Defendants openly and obviously chose to terminate the

1 315 awards, including those connected to Plaintiffs, based on a “bare ... desire to harm a  
2 politically unpopular group.” *Moreno*, 413 U.S. at 534.

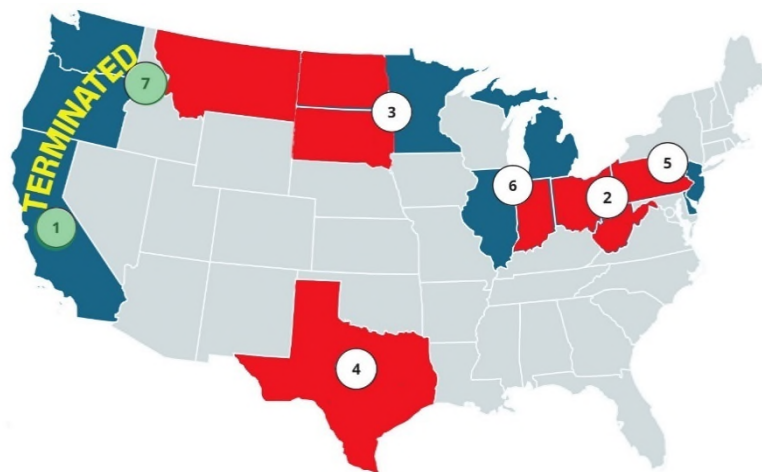
3 Specifically: In announcing the terminations, OMB’s Vought proclaimed that Defendants  
4 were targeting “the Left’s climate agenda.” McLorg Decl., Exh. E. He then went out of his way to  
5 highlight that “[t]he projects are in the following states,” listing sixteen states that voted for the  
6 Democratic candidates in the most recent election, including California and Massachusetts. *Id.*  
7 Vought made this announcement the day after President Trump stated: “We can do things during  
8 the shutdown that are irreversible, that are bad for [Democrats] and irreversible by them, like . . .  
9 cutting things that they like, cutting programs that they like.” *Id.* Exh. C.

10 Leaving nothing to imagination or inference, the same day that DOE was issuing some of  
11 the termination notices here challenged, the President reiterated: “We’re only cutting Democrat  
12 programs.” *Id.*, Exh. D. While “discriminatory intent need not be proved by direct evidence,”  
13 (*Rogers v. Lodge*, 458 U.S. 613, 618 (1982)), the record here is full of “smoking gun admission[s]  
14 from [federal] officials” that they acted “out of discriminatory animus.” *Jones ex rel. A.H. v.*  
15 *District of Columbia*, No. 20-cv-128, 2025 WL 2774107, at \*16 (D.D.C. Sept. 29, 2025).

16 Defendants’ own words establish intent. So too does the unmistakable and otherwise-  
17 inexplicable disparate impact of the award terminations on Blue State recipients, coupled with the  
18 procedural irregularity of mass-terminating grants during a 34-day shutdown of all non-emergency  
19 government services, amply demonstrate Defendants’ animus. *See Avenue 6E Invs.*, 818 F.3d at  
20 504; *Nat’l TPS All.*, 773 F. Supp. 3d at 858-863; 866-67.

21 As to the disparate impact: DOE submitted to OMB a list of over 600 awards for potential  
22 termination, but every one of the U.S.-based recipients of the 314 awards that were actually  
23 terminated in October 2025 resides in a Blue State. McLorg Decl. ¶¶ 2-6, 10; Exs. A, B, and F.  
24 One need not be a statistician to understand this partisan skew did not happen by chance. But a  
25 statistician could confirm the odds are not just one in a million, but well beyond one in a trillion.

As further evidence of Defendants’ animus, they distinguished among essentially identical awards in a way that makes no sense except in light of their antipathy towards Blue States. Dr. Atanasov’s experience exemplifies this: DOE terminated ARCHES—the Hydrogen Hub programs in California for which Dr. Atanasov does his work—as well as the Hydrogen Hub program in Oregon and Washington (the Pacific Northwest Hydrogen Hub), while leaving the remaining hubs on the Gulf Coast, Midwest, Appalachia, and Intermountain West intact.<sup>11</sup> See Polsky Decl. ¶ 11 (map showing terminated and unterminated Hydrogen Hub programs).



In other nationwide programs, such as the Grid Resilience and Innovation Partnership program, Defendants terminated only awards to recipients in Blue States.<sup>12</sup> Similarly, DOE cancelled awards to California and Illinois-based awardees working on a DOE initiative in Appalachia while leaving substantively identical awards to Oklahoma and Pennsylvania awardees in place.<sup>13</sup> Animus is the only explanation for these disparities.

Defendants also “departure[d] from normal procedures.” *Avenue 6E Investments*, 818 F.3d

<sup>11</sup> See Tim Newcomb, *Two Hydrogen Hubs Respond to Sudden Federal Funding Cuts*, Engineering News Record, (Nov. 6, 2025), <https://www.enr.com/articles/61853-two-hydrogen-hubs-respond-to-sudden-federal-funding-cuts>.

<sup>12</sup> See, e.g., *GRIP Program Projects*, DOE (last visited Nov. 23, 2025), <https://www.energy.gov/gdo/grid-resilience-and-innovation-partnerships-grip-program-projects> [<https://perma.cc/4WZ5-YCWN>] (showing awards in all 50 states).

<sup>13</sup> See *Project Selections for FOA 3256: Methane Emissions Reduction Program Oil and Gas Methane Monitoring and Mitigation, Areas of Interest 3a: Improving Access to Monitoring Data for Impacted Communities*, DOE (last visited Nov. 23, 2025), <https://www.energy.gov/fecm/project-selections-foa-3256-methane-emissions-reduction-program-oil-and-gas-methane-monitoring> [<https://perma.cc/SZ7T-LUGC>].

1 at 507. The 315 terminations were announced from the White House (on the first day of the  
 2 shutdown) by OMB Director Vought—not by DOE or Secretary Wright. McLorg Decl., Exh. E.  
 3 The next day, DOE issued form termination letters that were not on official DOE letterhead,  
 4 simply displaying “UNITED STATES DEPARTMENT OF ENERGY” at the top of the page.  
 5 Bedsworth Decl., Exh. D; Atanassov Decl., Exh. H. Over the following weeks, DOE issued  
 6 superseding termination letters without explanation. Those letters were substantially identical to  
 7 the original ones, except that they were on official letterhead, signed by different DOE officials,  
 8 and changed each termination’s effective date to the date of the second letter. *See, e.g.*, Bedsworth  
 9 Decl., Exhs. D, E. All of these procedural irregularities took place during the longest government  
 10 shutdown in our nation’s history, where the Administration took actions that have never been  
 11 taken during a lapse in appropriations before.<sup>14</sup> Because DOE terminated the awards at issue for  
 12 irrational and illegitimate reasons, Plaintiffs are likely to prevail on their equal protection claim.

13 **B. The Harms Caused by DOE’s Unlawful Conduct Will Become Irreparable**  
 14 **Absent The Court’s Intervention.**

15 Plaintiffs must demonstrate that they are “likely to suffer irreparable harm in the absence  
 16 of preliminary relief.” *Winter*, 555 U.S. at 20. They are able to do so here. DOE is causing the  
 17 exact same irreparable harm as did EPA, NEH, NSF, DOD, DOT, and NIH. *See* 1st PI Order at  
 18 47–48; 2nd PI Order at 26–27. Defendants have denied Drs. Atanassov and Bedsworth, as well as  
 19 all members of the proposed Equal Protection Termination Class, equal protection of the law as  
 20 required by the Fifth Amendment; this constitutes irreparable harm. *See Hernandez v. Sessions*,  
 21 872 F.3d 976, 994–95 (9th Cir. 2017) (deprivation of constitutional rights “unquestionably  
 22 constitutes irreparable injury”); *Free the Nipple-Fort Collins v. City of Fort Collins*, 916 F.3d 792,  
 23 806 (10th Cir. 2019). The other irreparable harms DOE has caused include sizable monetary  
 24 losses, including for salaries for Ph.D. students, injury to professional reputation, and potential  
 25 cancellation of research altogether. *See* Atanassov Decl., ¶¶ 22, 38; Bedsworth Decl., ¶ 18; *see*  
 26 *also* 1st PI Order at 47–48. Last and critically: the harms to the public cannot be overstated. UC

27 <sup>14</sup> Luke Broadwater, *For Trump, Nothing Was Off Limits During the Shutdown*, Nov. 10, 2025,  
 28 <https://www.nytimes.com/2025/11/10/us/politics/trump-government-shutdown.html>.

1 researchers with DOE grants are at the forefront of research into energy solutions. *See* Bedsworth  
 2 Decl. ¶ 19; Atanassov Decl. ¶ 38. With respect to a single salutary effect anticipated from the  
 3 ARCHES project alone, researchers project that if the project were to continue as originally  
 4 proposed and funded, it would yield “\$3 billion in annual health cost savings from reduced [air]  
 5 emissions by 2032.”<sup>15</sup>

6 Additional public benefits associated with contemplated UC research include, but are not  
 7 limited to, ways to capture the excess carbon definitively implicated in climate change  
 8 (exemplified by Dr. Bedsworth’s grant), and in the case of ARCHES, ways to radically reduce  
 9 atmospheric carbon-loading, and ground-level smog and toxic exposures by developing  
 10 commercially viable clean hydrogen as an energy source (exemplified by Dr. Atanassov’s grants  
 11 for necessary fuel-cell innovations). Bedsworth Decl., ¶ 20; Atanassov Decl., ¶¶ 28-29. This  
 12 cutting-edge and potentially societally transformative work exemplifies the best of the University  
 13 of California’s mission-oriented research—research that, *during the very same month as DOE’s*  
 14 *mass grant cancellation*, enabled UC to break a world record by winning five Nobel Prizes.<sup>16</sup>

15 DOE’s grant terminations have and will continue to cause concrete harm and create  
 16 uncertainty (including to the point of operational chaos and imminent program collapse) for Drs.  
 17 Atanassov and Bedsworth, and for the proposed class members. This Court and others have  
 18 recognized these types of harms warrant preliminary injunctive relief. *See* 1st PI Order at 47-49;  
 19 2nd PI Order at 26-27; *City & Cnty. of S.F. v. U.S. Citizenship & Immigr. Servs.*, 408 F. Supp. 3d  
 20 1057, 1123 (N.D. Cal. 2019) (recognizing “burdens on . . . ongoing operations” for public entities  
 21 as constituting irreparable harm).

22 **C. The Balance of Equities Weigh in Plaintiffs’ Favor, and An Expanded**  
 23 **Preliminary Injunction Is in the Public Interest.**

24 The equities and the public interest, which merge when the government is a party, tip  
 25 sharply in favor of Plaintiffs. *Wolford v. Lopez*, 116 F.4th 959, 976 (9th Cir. 2024). The threatened

26 <sup>15</sup> *Year in Review*, ARCHES (last visited Nov. 22, 2025), at <https://archesh2.org/year-in-review/>.

27 <sup>16</sup> Aidan Vazir, *University of California Sets World Record with Five Nobel Prizes in One Week*,  
 28 S.F. CHRONICLE (Oct. 10, 2025), <https://www.sfchronicle.com/california/article/uc-nobel-prizes-record-21094964.php>.

1 and actual harm to Plaintiffs far outweighs the federal government’s interests in immediately  
2 enforcing these grant terminations. Further, preserving Plaintiffs’ constitutional and statutory  
3 rights is in the public interest. *See Melendres v. Arpaio*, 695 F.3d 990, 1002 (9th Cir. 2012) (“[I]t  
4 is always in the public interest to prevent the violation of a party’s constitutional rights” (citation  
5 omitted)); *Nat’l Treasury Emps. Union v. U.S. Dep’t of Treasury*, 838 F. Supp. 631, 640 (D.D.C.  
6 1993) (“The preservation of . . . the legality of the process by which government agencies function  
7 certainly weighs heavily in the public interest.”); *Clarke v. Off. of Fed. Housing Enter. Oversight*,  
8 355 F. Supp. 2d 56, 66 (D.D.C. 2004) (“[T]here is a substantial public interest in ensuring that [an  
9 agency] acts within the limits of its authority.”).

10 The government will suffer no harm from ceasing to terminate already authorized grants  
11 for which Congress has already appropriated funds, nor from returning to the orderly and legally  
12 compliant grant administration processes in place prior to Inauguration Day. The government will  
13 certainly continue to function—and indeed, will function better—if the status quo ante is restored.  
14 *See* 1st PI Order at 49 (“An agency is not harmed by an order prohibiting it from violating the  
15 law.”); 2nd PI Order at 28 (“the balance of harms and public interest favor granting a preliminary  
16 injunction”). The balance of equities therefore strongly supports a preliminary injunction. *See id.*  
17 at 48; *see also Thakur*, 148 F.4 at 1106-07.

### 18 CONCLUSION

19 For all of these reasons, Plaintiffs respectfully request that the Court grant their Motion to  
20 provisionally certify the Third Form Termination and Equal Protection Termination Classes;  
21 appoint Drs. Atanassov and Bedsworth as additional Class Representatives; appoint the  
22 undersigned Counsel to represent these classes; and issue an additional preliminary injunction  
23 applicable to DOE.

1 Dated: November 24, 2025

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**FILER'S ATTESTATION**

Pursuant to Civil Local Rule 5.1, the undersigned attests that all parties have concurred in the filing of this PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION AND PROVISIONAL CLASS CERTIFICATION AS TO DEPARTMENT OF ENERGY AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT.

Dated: November 24, 2025

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